

AMENDMENT NO. _____

to the

~~TO RESALE~~ or INTERCONNECTION ~~AGREEMENT~~ OHIO WISCONSIN

by and between

~~SOUTHWESTERN BELL TELEPHONE COMPANY~~ AMERITECH
OHIO WISCONSIN

AND

OCI COMMUNICATIONS OF WISCONSIN, INC.

The Interconnection Agreement (“the Agreement”) by and between Ameritech Wisconsin and OCI Communications of Wisconsin, Inc. (“CLEC”), approved by the Wisconsin Commerce Commission is hereby amended as follows:

~~CLEC FULL NAME~~ CLEC NORTHPOINT COMMUNICATIONS ~~MCLEODUSA~~
TELECOMMUNICATIONS SERVICES, INC.

_____ The {use correct full name} ~~Resale~~ Interconnection Agreement (“the Agreement”) by and between ~~Southwestern Bell Telephone Company~~ Ameritech Ohio (“SWBT AMERITECH”) and ~~Northpoint Communications~~ CLEC full name CLEC LEGAL NAME (“CLEC”), ~~executed~~ approved by the Public Utilities Commission of Ohio (PUC OH) _____, _____ 199 is hereby amended as follows:

(1) The Table of Contents has been amended to reflect additions to the Agreement.

(2)

(1) ~~The following definitions are added in Schedule 9.2.1.~~ The following definitions and Acceptance Language are added to Schedule 9.2.1 and is attached hereto:

_____ “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

_____ “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

“Acceptance Testing” shall be defined as the joint testing for xDSL loops between SBC-12STATE’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 1.0.

“SBC-12STATE” - As used herein, SBC-12STATE means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin. For purposes of this Amendment, SBC-12State shall be construed consistently with “Ameritech” in the Agreement.

“Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

~~—“Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”~~

~~—“Acceptance Testing” shall be defined as upon delivery of a bop to/for the CLEC, SBC-AMERITECH’s field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a SBC-AMERITECH technician at the customer premise to place a “short” across the twisted pair and “open” the pair, for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards (“Acceptance Test”).~~

The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

~~(2) The following language is added in Schedule 9.5 as Section 2.3 to add Acceptance Testing to the Agreement:~~

~~(1) Addition of language Section _____:~~

1.0 TESTING

1.1 SBC-12STATE and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When SBC-12STATE provides HFPL, continuity is generally assumed as SBC-12STATE retail POTS service is operating at the time of the order. Generally, SBC-12STATE would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, SBC-12STATE will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

1.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

1.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

1.3 Acceptance Testing Procedure:

1.3.1 Upon delivery of a loop to/for the CLEC, SBC-12STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

1.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC-12STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

1.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-12STATE field technician will not perform a short or open circuit due to technical limitations.

1.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide SBC-12STATE with a confirmation number and SBC-12STATE will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

1.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.

1.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

1.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 1.4 below.

1.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-**

12STATE to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 1.4 below.

1.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

1.4 Acceptance Testing Billing

1.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Schedule.

1.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

1.4.1.2 If the sampling results from Section 1.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if

necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

1.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 1.4.1.1 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 1.4.1.1 above. If the sampling result show **SBC-12STATE** is again in compliance, billing for Acceptance Testing shall resume.

1.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from an **SBC-12STATE** problem.

1.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix in section 1.4.1.1, changes from 80% to 90%.

1.5 The charges for Acceptance Testing shall be as follows:

<u>REGION</u>	<u>TARIFF</u>	<u>USOC</u>	<u>FIRST HALF HR./FRACTION*</u>	<u>ADDITIONAL **</u>
<u>Ameritech</u>	<u>FCC No. 2; Sec. 13.3.4 (C)(1)(a)</u>	<u>UBCX+</u>	<u>\$40.92</u>	<u>\$22.60</u>
<u>Nevada Bell*</u>	<u>FCC No. 1; Sec. 13.3.5 (B)(1)</u>	<u>UBC++</u>	<u>\$40.21/\$32.72</u>	<u>N/A</u>
<u>Pacific Bell</u>	<u>FCC No. 128; Sec. 13.3.5</u>	<u>UBC++</u>	<u>\$44.00</u>	<u>\$23.00</u>

	<u>(C)(1)(a)</u>			
<u>Southwestern Bell</u>	<u>FCC No. 73; Sec. 13.4.8 (A)</u>	<u>UBCX+</u>	<u>\$33.51</u>	<u>\$21.32</u>

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

1.5.1 Line Sharing Turn-Up Testing Procedures:

1.5.1.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by SBC-12STATE's central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

1.5.1.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

1.5.1.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 1.4 above.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL

REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) The parties agree that this amendment will become effective immediately upon signature.

2.3 Acceptance Testing and Cooperative Testing

2.3.1 SBC-AMERITECH and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. The Parties agree the purpose of this Agreement is to test xDSL loops only. When SBC-AMERITECH provides the High Frequency Portion of the Loop (“HFPL”), continuity is generally assumed as SBC-AMERITECH retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary in the case of HFPL.

2.3.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

2.3.3 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine with more than 24 hours remaining before the order is to be completed that Acceptance Testing is desired or needed, the request may be added; however, this may cause a new standard due date to be calculated for the service order.

2.3.4 Acceptance Testing Procedure:

2.3.4.1 Upon delivery of a loop to/for the CLEC, SBC-AMERITECH’s field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a SBC-AMERITECH technician at the customer premise to place a “short” across the twisted pair and “open” the pair; for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards (“Acceptance Test”). In addition, the SBC-AMERITECH field technician will provide the CLEC technician adequate demarcation information (NID information). Furthermore, these Acceptance Tests shall not negatively affect the ILEC switching equipment. If Acceptance Tests performed by CLEC negatively impact the ILEC switching equipment, CLEC shall notify the ILEC promptly upon discovery of the problem. In no case shall CLEC have physical access to SBC-AMERITECH’s Main distributing frame (MDF) or intermediate distributing frame

(IDF). If the loop fails Acceptance Testing parameters, parties will follow the procedure described in section 2.3.4.5.

2.3.4.2 For 2 wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-AMERITECH** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

2.3.4.3 If the loop passes the “Acceptance Test” parameters, as defined by Section 2.3.4.1, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Section 2.3.5.

2.3.4.4 For the purposes of this amendment, “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

2.3.4.5 If the “Acceptance Test”, as defined in Section 2.3.4.1, fails, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-AMERITECH** will re contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. If CLEC’s xDSL service does not function as desired, yet test parameters are met, **SBC-AMERITECH** will still close the order. **SBC-AMERITECH** will not complete an order that fails Acceptance Testing.

~~2.3.4.6 If **SBC-AMERITECH** and CLEC agree that CLEC's approved Industry Standard Test Equipment can accurately and consistently test and send signals through repeaters and Digital Loop Carrier on a loop with no voice customer at the time of xDSL provisioning without impacting other services or equipment, then **SBC-AMERITECH** will work cooperatively with CLEC during such testing.~~

~~2.3.4.7 **SBC-AMERITECH** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-AMERITECH** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 2.3.5 below.~~

~~2.3.4.8 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-AMERITECH** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-AMERITECH** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 2.3.5 below.~~

~~2.3.4.9 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. Both Parties agree that technology is evolving and may indeed require new and different testing processes in the future, and the Parties will continue to discuss the implementation of automated systems to implement cooperative acceptance testing procedures. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.~~

2.3.5 Acceptance Testing Billing

2.3.5.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-AMERITECH** is failing to install loops that are acceptable under the terms and definitions of this Agreement.

2.3.5.2 **SBC-AMERITECH** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-AMERITECH** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-AMERITECH** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-AMERITECH** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-AMERITECH** may then perform a comprehensive analysis of the population.

2.3.5.3 If the sampling results from Section 2.3.5.2 above show that **SBC-AMERITECH** is in non compliance with the conditioning success rate, as defined in this Agreement, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

2.3.5.4 In any calendar month after the sixty (60) day no charge period for Acceptance Testing, **SBC-AMERITECH** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 2.3.5.2 above, be performed to determine whether **SBC-AMERITECH** can show compliance with the minimum success rates, as defined in Section 2.3.5.2 above. If the

~~sampling results show **SBC-AMERITECH** is again in compliance, billing for Acceptance Testing shall resume.~~

~~2.3.5.5 Regardless of whether **SBC-AMERITECH** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Agreement. **SBC-AMERITECH** will not bill for loop repairs when the repair resulted from an **SBC-AMERITECH** problem.~~

~~2.3.5.6 Beginning November 1, 2000, the **SBC-AMERITECH** delivery commitment, as defined by this Agreement in section 2.3.5.2, changes from 80% to 90%.~~

~~2.3.5.7 The charges for Acceptance Testing shall be as follows:~~

<u>REGION</u>	<u>TARIFF</u>	<u>USOC</u>	<u>FIRST HALF HR./FRACTION*</u>	<u>ADDITIONAL **</u>
<u>Ameritech</u>	<u>FCC No. 2; Sec. 13.3.4 (C)(1)(a)</u>	<u>UBCX+</u>	<u>\$40.92</u>	<u>\$22.60</u>

~~If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.~~

~~(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.~~

~~(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.~~

~~(5) This Amendment shall be filed with and subject to approval by the Public Utilities Commission of Ohio (PUC OH).~~

~~_____~~

~~(1) Addition of language Section II, D:~~

~~CLEC may convert current SWBT end-users and SWBT or any reseller of SWBT local service may convert current CLEC end-users with existing term, volume, termination liability or any customer specific pricing (CSP) contracts (Existing Contracts) in the state of Texas with the current Local Service Provider (LEC) reciprocally with the parties having the following responsibilities:~~

~~Responsibilities of CLEC:~~

~~CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such Existing Contract on with a current retail or resold SWBT end-user at the time of conversion. CLEC may resell the Existing Contract initially at the wholesale discount herein, subject to true-up discount, any alteration in termination liability, ultimately approved and alteration in termination liability in Docket 17759, and any appeals thereof. Correspondingly, CLEC will not charge their end-user termination liability when Existing Contracts, including term, term liability, volume or CSP pricing existing between CLEC and end-user and the account is converted to SWBT or any other LEC reselling SWBT local service.~~

~~Responsibilities of SWBT:~~

~~SWBT will not charge the end-user termination liability when Existing Contracts are converted to CLEC for resale, subject to any alteration in termination liability ultimately approved in Docket 17759 and any appeals thereof. Correspondingly, SWBT or other LEC will assume in writing the balance of the terms, termination liability, volume or CSP pricing in Existing Contracts when a current CLEC end-user is converted to SWBT or other reseller of SWBT local service.~~

~~CSP Contract Wholesale Discount:~~

CSA non-tariffed with SWBT OS/DA	5.62%
CSA non-tariffed without SWBT OS/DA	7.68%
TCSA tariffed with SWBT OS/DA	Volume and Term
8.04%	
CSA tariffed without SWBT OS/DA	10.12%

~~_____ (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.~~

~~_____ (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.~~

~~_____ (4) This Amendment shall be filed with and is subject to approval by the Public Utility Commission (“PUC”) of Texas and shall become effective ten (10) days following approval by such PUC.~~

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 200019998, by SWBTAmeritech OhioWisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

OCI Communications of *Ameritech Wisconsin by SBC
CLEC-CLEC Northpoint Communications McLeodUSA
Telecommunications Wisconsin, Inc.
Telecommunications, Inc., Its
Southwestern Bell Telephone Company Ameritech OhioServices, Inc.
authorized agent

By: _____ By: _____
Title: _____ Title: Vice
President & General Manager _____ Industry
Markets
Name: _____ Name: _____
_____(Print or Type) _____(Print or Type)
Date: _____ Date: _____

On January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Board, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech OhioWisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between OCI Communications of Wisconsin, IncNorthpoint Communications. and Ameritech OhioWisconsin.;